

**Air Force Lithuania – Maintenance TACAN FTA 43**

DFS Aviation Services – Referenz No.: EU-2024-058



# Proposal

from

**DFS Aviation Services GmbH**  
**Heinrich-Hertz-Straße 26**  
**63225 Langen, Germany**

- Hereinafter referred to as “DAS” or “Contractor” –

to

Company:	<b>Air Force Lithuania, Šiauliai Air Base</b>
Address:	<b>3 Lakūnų St</b>
ZIP Code / City:	<b>Šiauliai</b>
Country:	<b>Lithuania</b>
Represented by:	<b>Commander of the Air Base</b> [Redacted]
VAT ID:	[Redacted]
Invoice Address (if deviating):	[Redacted]
Contact:	[Redacted]
Phone:	[Redacted]
Mail:	[Redacted]

- hereinafter “Customer”

We are pleased to offer you the following services to the following conditions. The General Terms and Conditions for provision of services of [DFS Aviation Services GmbH](#) (T&C-Service) in the current version (Status 01<sup>st</sup> Nov. 2018) will apply exclusively. The T&C-Service you access on the Internet at: <http://dfs-as.aero/en/terms-and-conditions.html>

Specific contractual task	Effort in h	Price € (netto)
<ul style="list-style-type: none"> <li>Maintenance works at TACAN FTA 43 system according to requirements document NAVIGATION EQUIPMENT „TACAN FTA43” TECHNICAL MAINTENANCE TECHNICAL REQUIREMENTS at Šiauliai Air Base, Lithuania (s. Annex 1)</li> </ul>		40,132.00
<ul style="list-style-type: none"> <li>SMA attenuator (max. price per SMA attenuator): The Contractor’s technicians will have some SMA attenuators available. However, it is not possible to estimate in advance what type and how much of this will be needed. This can only be checked on site. Therefore, the SMA attenuators shall be invoiced separately according to the quality and quantity used.</li> </ul>		276.00
<ul style="list-style-type: none"> <li>It is assumed that the following functional parts shall be available on site for the contractor’s technicians: A-RFS, A-BM, C-TMVZ.</li> </ul>		
<ul style="list-style-type: none"> <li>Should the participation of the Contractor’s technicians in a flight test be necessary, it is assumed that this test will take place within the time frame agreed upon for the maintenance.</li> </ul>		
<ul style="list-style-type: none"> <li>If a further visit to the TACAN system is necessary in order to put it back into operation, this shall be invoiced separately. The same applies to purchase of additional spare parts that are not available on site.</li> </ul>		

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**Total remuneration** 40,132.00

**Additions to remuneration****1. VAT:**

All prices in this contract are exclusive VAT. Hence all prices are net-price. VAT will be added if applicable according to German or Foreign Tax law.

**2. Withholding taxes / other deductions:**

If (foreign) Law applies any kind of withholding tax (e.g. for royalty-payments) or any other deductions (e.g. deductions made by the bank charged with the transfer of money) to the payments by the Customer, the Customer shall increase its payments respectively. More specific under this agreement any kind of withholding tax or any other deductions will not reduce the amount (= net price plus VAT (if applicable)) the Contractor is receiving on its bank account for providing its deliveries/services.

**3. Place of Payment obligation:**

Irrespective of the place of delivery of the products and/or provision of services, the place of performance for the Customers payment obligation shall be the Contractor's registered office.

**Performance period /Place of performance**

Start

02.06.2025

End

05.06.2025

Place of Performance

Šiauliai Air  
Base,  
Lithuania**Validity of this Proposal**

The contractor adheres to this offer until:

09.05.2025

**Deviating agreements****1. Obligations to cooperate and deliveries**

If the Customer culpably infringes its obligation to participate, the Contractor shall be entitled to claim for compensation of the damages and additional expenditure arising from this.

**2. Derogating from the T&C`s**

A Contrary to paragraph 2 of the T&C-Service, the parties agree that a contractual relationship will be established if the customer confirms the acceptance of this offer.

A Contrary to paragraph 18 of the T&C Service, the parties agree that for this offer the following paragraph will replace paragraph 18 of the T&Cs:

**18 Export and Customs**

1. The Parties are mutually obliged to comply with all export control, embargo and sanctions laws and regulations that are applicable under German and EU law; this shall also apply with respect to applicable US and other national law to the extent that German or European legal provisions do not conflict therewith ("Applicable Foreign Trade Law").
2. In the event that restrictions apply to the sale, supply, transfer and/or export of the contractually owed items or services due to an embargo imposed by the European Union or Germany, the legally binding conclusion of this contract is subject to the condition precedent that a prior authorization for is granted by the Federal Office for Economic Affairs and Export Control (Bundesamt für Wirtschaft und Ausfuhrkontrolle – BAFA).
3. The Parties shall mutually assist each other ("duty to cooperate") in particular by providing all necessary information and documents in order to examine and comply with any legal restrictions under the Applicable Foreign Trade Law (e.g. with regard to obtaining authorizations/information from authorities or fulfilling notification duties). After delivery of the items, Customer undertakes to comply with all requests of the Federal Office for Economic Affairs and Export Control (BAFA) within 14 days from the transmission of the request, in particular to provide a delivery statement upon its request.

4. If Contractor has any doubts as to whether restrictions under Applicable Foreign Trade Law are relevant, it may require that a legally conclusive statement be obtained from the competent authority (e.g., "blank notice"). In this case, Contractor shall be entitled to postpone the delivery date until the legally conclusive statement has been provided or, if an authorization is required, until the authorization has been granted.
5. Contractor is entitled but not obliged to take legal or out-of-court action against decisions by the competent authorities or take legal action in case of unduly lengthy duration of administrative proceedings.
6. Contractor shall not be liable for delays caused by the fact that a required authorization or legally conclusive statement is granted late despite the application being made in due time. Contractor is also not liable for delays that occur in connection with official measures. Any claims of Customer against Contractor in the event of culpable breaches of duty shall remain unaffected.
7. If it has been definitively established that the contract cannot be fulfilled due to restrictions under the Applicable Foreign Trade Law, in particular, due to non-issuance of the necessary authorizations by the competent authorities, either Party may withdraw from the contract in whole or in part by written declaration to the other Party with immediate effect. In the event of termination, the Parties shall be mutually obliged to return any services already received unless this is inadmissible under the Applicable Foreign Trade Law; beyond this Contractor shall not be obliged to compensate any losses or damages.

**In addition** to the paragraphs in T&C Service, the parties agree that the following paragraphs shall be mutually agreed:

**24 No Russia- and no Belarus- Clause (Art. 12g VO 833/2014 and Art. 8g VO 765/2006)**

1. Customer must not directly or indirectly (re-)sale, (re-)export or otherwise supply or transfer any goods obtained from Contractor to a natural or legal person, entity or body ("PEB") in Russia and/or Belarus or for use in Russia and/or Belarus if the respective goods are listed for Russia in any Annex of Regulation (EU) No 833/2014 and for Belarus in any Annex of Regulation (EU) No 765/2006, which includes goods, whose sale, supply, transfer or export to PEB in Russia and/or Belarus or for use in Russia and/or Belarus is prohibited, or in other EU lists of goods in respect of which for Russia Regulation (EU) No 833/2014 and for Belarus Regulation /EU) No 765/2006 lays down the same prohibitions (in particular Annex I to Regulation (EU) 2021/821 and Annex I to Regulation (EU) No 258/2012).
2. If the goods obtained from Contractor are (re)sold, (re)exported or otherwise supplied or transferred to third parties, Customer shall oblige these third parties to pass on the obligation under paragraph 1 to the third party and to oblige the third party to also pass on this obligation to its customers.
3. In the event of a violation of paragraphs 1 or 2 by Customer, Contractor may terminate the contract with immediate effect by written notice to Customer; any damage claims by Customer against Contractor arising out of or in connection with the termination of this contract pursuant to this Clause shall be excluded. Furthermore, in the event of a violation of paragraphs 1 or 2 by Customer, Contractor may demand a contractual penalty of 5% of the purchase price from Customer and Customer shall indemnify Contractor against all costs or other losses (in particular claims of third parties, fines, immaterial damages) resulting from the non-compliance of Customer with paragraphs 1 and 2, unless Customer proves that he is not responsible for the violation. The contractual penalty shall be offset against claims for damages.
4. Contractor reserves the right to make the delivery of goods dependent on the receipt of a conclusive end-use certificate issued by the end-user.
5. If Contractor has justified doubts as to Customer's compliance with paragraphs 1 and 2, Contractor may refuse delivery to Customer until these doubts have been resolved to Contractor's satisfaction. Any claim by Customer against Contractor based on delay or non-performance due to the resolution of such doubts are excluded, except in the event of intent and gross negligence on the part of Contractor.
6. Contractor is entitled to ex-post verifications of the whereabouts of the goods delivered to Customer. To this end, Customer shall provide Contractor with the necessary documents and evidence upon request by Contractor. If applicable, Contractor is also entitled to verify the whereabouts of the goods by means of on-site inspections or to commission third parties to carry out on-site inspections. Contractor shall be entitled to terminate the Contract in whole or in part by written notice to Customer if Customer fails to provide the requested information and documents or refuses to allow an on-site inspection to be carried out by Contractor or a third party commissioned by Contractor, unless Customer can demonstrate to Contractor why it cannot provide the requested documents or information or why it is not feasible or reasonable to carry out the on-site inspection. In the event of termination under this Clause, Contractor shall be entitled to reimbursement of costs for work already carried out up to this

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point in time. Claims for damages by Customer against Contractor arising out of or in connection with the termination of this contract pursuant to this Clause shall be excluded.

### Conclusion of the contract & Signature

We kindly ask for your confirmation of your acceptance of this Proposal. The T&C-Service will apply exclusive. For confirmation return of the attached confirmation of the acceptance to the offer with your signature and company stamp is sufficient.

### Signature

DFS Aviation Services GmbH

29.04.2025

A horizontal line with several large black circles redacting the signature and company stamp area. The circles are arranged in two rows: the top row has one circle on the left, a group of four circles in the middle, and a group of three circles on the right; the bottom row has two circles on the left, a group of four circles in the middle, and a group of three circles on the right.

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**Air Force Lithuania, Šiauliai Air Base / Letter of Acceptance for the Proposal EU-2024-058**

**We accept the above offer with the conditions listed there.**

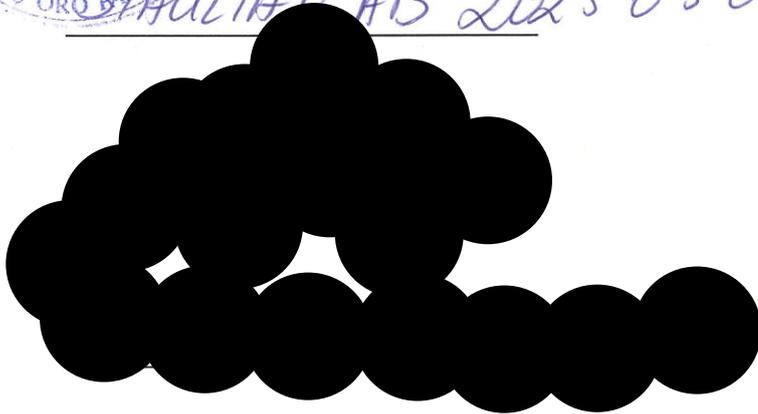
Company stamp:



Place, Date:

ŠIAULIAI AB 20250507

Signature:



Name in block capitals:

**Annex 1: Customer's Requirements Document**

**THE ARMED FORCES OF THE REPUBLIC OF LITHUANIA**

**PURCHASE DOCUMENTATION WITHOUT PUBLICATION  
TACAN FTA43 TECHNICAL MAINTENANCE**



**NAVIGATION EQUIPMENT „TACAN FTA43“ TECHNICAL MAINTENANCE  
TECHNICAL REQUIREMENTS**

**1. Purchasing purpose**

Regular technical maintenance of navigational equipment TACAN FTA43 assures optimal operations of the system in terms of availability, continuity and integrity.

**2. Obligatory requirements**

2.1. Electrical emission measurement of navigational equipment TACAN FTA43 is carried out in accordance with International Civil Aviation Regulations (ICAO) Doc 8071 (Manual on Testing of Radio Navigation Aids);

2.2. During TACAN FTA43 technical maintenance should be done:

2.2.1. Replacement of TACAN system components (A-RFS, A-BM, C-TMVZ) upon detection of a defect;

2.2.2. Checking the phasing of the ELTA 200 antenna;

2.2.3. Phasing of the ELTA 200 antenna as needed;

2.2.4. Ground-based inspection of the system's electrical parameters;

2.2.5. Checking the electrical radiated parameters of the ELTA 200;

2.2.6. Cleaning/replacing the cooling filters of the power transmitters;

2.2.7. Visual inspection of connections and equipment;

2.2.8. Removal of rust and other contaminants;

2.2.9. Participation in checking system parameters by flight test.

2.3. Provider must familiarize technical staff with performance and procedures of technical maintenance. Immediately after the service, the parties discuss the results.

2.4. After technical maintenance service provider must submit a completed and signed technical maintenance report to Air Force Air Base representative within 14 days.

**3. Warranty requirements:**

Does not apply.

**4. Additional information:**

Air Force Air Base will provide replaceable system components. Specific date of technical maintenance will be determined by mutual agreement.

Šiauliai  
2025

The Air Base of the Lithuania Air Force intends to buy TACAN FTA43 technical maintenance (hereinafter referred to as the service) **for one time**.

Requirements for service:

Offer for services should be send by email to [redacted] **28 April 2025 15.00 (L)**. Subsequently received offers will not be considered.

Offer prices table:

N o.	Name of request	Price for one time EUR (VAT excluded/ included)
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1.	<b>TACAN FTA43 TECHNICAL MAINTENANCE</b>	- EUR VAT excluded
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1. The offer will be selected based on the lowest price for service.
2. Offer's price should include all fees, taxes and pays which might have influence on total service price.
3. Requirements for service lay out in technical specifications.
4. The **Supplier** shall be paid after the completion of service, within 30 (thirty) calendar days from receipt of invoice (invoice shall be also sent by e-mail).
5. Delayed financing from the budget shall be deemed the grounds for absolute release of **the Purchaser** from civil liability and payment of default interest on overdue payment.
6. **Purchaser** has rights to:
  - 6.1. Reject offers in case they do not comply with the qualification requirements or survey procedures.
  - 6.2. Reject offers due to price, which is not acceptable for **Purchaser**;
7. The Contracting Authority shall offer to the **Supplier**, whose tender will be recognized as a winner, to sign a procurement contract for service. Procurement contract shall be awarded in two parts – general and special one.
8. Draft of the Contract for the purchase and sale of services you will find in annex 1, 15 pages.

1. Designated Point of Contact (POC) for procurement procedures is [REDACTED] for technical questions is [REDACTED] hours from 8.00 am to 17.00 pm. [REDACTED]